

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:	Chapter 11
In re	:	
	:	Case No. 08-13555 (JMP)
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	
	:	Jointly Administered
Debtors.	:	
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DECLARATION OF WILLIAM VIETS

William Viets hereby declares as follows:

1. I am a member of the Bar of the State of New York and have been employed by JPMorgan Chase Bank, N.A. ("JPMorgan") and its predecessors in New York for more than twenty years. For more than 10 years prior to August 2012, my responsibilities at JPMorgan included providing legal counsel, supervising internal real estate lawyers and overseeing outside counsel with respect to real estate transactions involving JPMorgan and its subsidiaries. My title at JPMorgan during that period was Managing Director and Associate General Counsel. I now serve as Managing Director and Global Head of Transactions for Global Real Estate, a business position overseeing real estate transactions in JPMorgan's operational real estate portfolio.

2. I submit this declaration at the request of Claimants Canary Wharf Management Ltd., Heron Quays (HQ2) T1 Limited and Heron Quays (HQ2) T2 Limited (collectively, "Canary Wharf") to provide the Court with certain facts relating to a 999-year lease entered into between JPMorgan Chase N.A. and Canary Wharf affiliates, dated December 20, 2010. The lease is for property at 25 Bank Street, Canary Wharf, London, England, including a 30-story office building that has more than one million square feet and formerly had been leased

by Lehman Brothers Limited. I served as JPMorgan's lead internal counsel for the 25 Bank Street transaction.

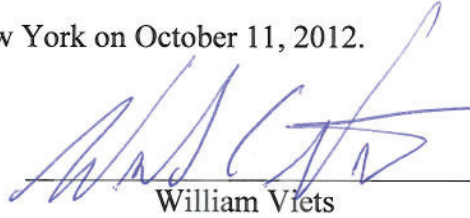
3. In March 2010, JPMorgan began serious discussions with Canary Wharf concerning a 999-year lease of the 25 Bank Street property for use by JPMorgan. In August 2010, Canary Wharf and JPMorgan reached an agreement in principle that, assuming a satisfactory contract was later executed, JPMorgan would make a payment to Canary Wharf at the time of closing and receive a 999-year lease of the 25 Bank Street property.

4. In connection with its evaluation of taking the 999-year lease, the JPMorgan team engaged on the transaction considered that significant expenditures would be required for repairs and improvements to bring the 25 Bank Street building into the condition JPMorgan desired for its occupancy. At various times, different estimates were used, but ultimately when the transaction was approved in September 2010 the estimate for "real estate" capital expenditures (as opposed to technology) including contingency was about £100 million. This estimate was provided by the JPMorgan construction and facilities staffs involved in the transaction and, I am informed, reflected their considered opinions (as opposed to a formal item by item estimating process) of what the cost would be to meet JPMorgan's requirements and included repair, restoration and replacement as needed of building finishes and systems, addition of infrastructure to the building, demolishing and building out certain floors of the building, furniture, design, engineering and contingency. The £100 million estimate was included as part

of the estimate for real estate and technology expenditures presented as part of JPMorgan's internal approval process for the transaction with Canary Wharf.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed in New York, New York on October 11, 2012.



William Viets